

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
September 6, 2016
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – August 9, 2016 Special Meeting and August 15, 2016
- III. EXAMINATION OF CLAIMS** –August 12, 2016 for \$43,382.04 and August 26, 2016 for \$183,097.48
- IV. EXAMINATION OF PAYROLL REGISTERS** –August 14, 2016 for \$28,556.04
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** CTP Update Report
- VI. NEW BUSINESS**
 - A.** Resolution 16-38: Approval of Funding for Design Services of Phase 4 of the Cascades Park Trail
 - B.** Resolution 16-41: Approval of Social Service Funding Agreement for Boys & Girls Club
 - C.** Resolution 16-42: Approval of Social Service Funding Agreement for Community Kitchen
 - D.** Resolution 16-43: Approval of Social Service Funding Agreement for Hoosier Hills Food Bank
 - E.** Resolution 16-44: Approval of Social Service Funding Agreement for Mother Hubbard’s Cupboard
 - F.** Resolution 16-45: Approval of Social Service Funding Agreement for Middle Way House
 - G.** Resolution 16-46: Approval of Physical Improvement Funding Agreement for Bloomington Housing Authority
 - H.** Resolution 16-47: Approval of Physical Improvement Funding Agreement for LifeDesigns
 - I.** Resolution 16-48: Approval of Physical Improvement Funding Agreement for New Hope
 - J.** Resolution 16-49: Approval of Physical Improvement Funding Agreement for Boys & Girls Club
 - K.** Resolution 16-50: Approval of Physical Improvement Funding Agreement for Middle Way House for Renovations at 318-338 S Washington Street
 - L.** Resolution 16-51: Approval of Physical Improvement Funding Agreement for Parks & Recreation
 - M.** Resolution 16-52: Approval of Physical Improvement Funding Agreement for Planning & Transportation
 - N.** Resolution 16-53: Amend the Funding Approval in Redevelopment Commission Resolution 16-36 (West 2nd Street and Rolling Ridge Way Signal and Sidepath Improvements)

- O.** Resolution 16-54: Approval of Funding for Phase I Environmental Assessments for Property Along South Walnut Street for the Purpose of Possible Acquisition
- P.** Resolution 16-55: Approval of Project Review and Approval Form Regarding Dimension Mill Renovations

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
MET FOR A SPECIAL MEETING REGARDING THE TRADES DISTRICT on Tuesday,
August 9, 2016 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401
North Morton Street, with Don Griffin, Jr. presiding.***

1. ROLL CALL

Commissioners Present: David Walter, Donald Griffin, Jennifer Vaughn, Katie Birge

Absent: Sue Sgambelluri and Kelly Smith

Staff Present: Doris Sims, Housing and Neighborhood Development (HAND) Director

Other(s) Present: Mayor John Hamilton; Linda Williamson, Director of Economic & Sustainable Development; Jeff Underwood, City of Bloomington Controller; Thomas Cameron, Assistant City Attorney; Andrew Cibor, Transportation & Traffic Engineer for Planning and Transportation; Laurel Waters, Economic & Sustainable Development Department; Lynn Coyne, BEDC; Jon Bohlander, Anderson + Bohlander, LLC; Josh Anderson, Anderson + Bohlander, LLC; Mark Figg, Figg Investment; Megan Banta, Herald Times; Brad Wisler, Sproutbox; Mike Trotzke, Sproutbox; Michele Cole, Envisage Technologies

Doris Sims explained that the commission had questions about the Resolution for the contract with Anderson Bohlander. This is a special meeting to address many of the concerns the Commission may have regarding that contract before the Resolution is brought back for the Commission's consideration and approval at next Monday's meeting.

Linda Williamson gave a presentation providing an overview of where The Trades District is currently. She listed the guiding principles of The Trades District Master Plan. Linda Williamson assured the Commission that the Tech Park Master Plan is a working document and is looked at daily. Staff sees the plan not as a blueprint but as a framework to move toward a blueprint.

Mayor Hamilton addressed the Commission to give his perspective on The Trades District. The District is an organic growth development and will grow as investors come forward. The development will take time and be done in pieces. He added he is pleased that during the first months of 2016 he has learned there is interest in The Trades District. There is a major effort behind the Dimension Mill. To him the #1 focus of The Trades District is Jobs. The focus has to be on generating, supporting, and being a place where jobs happen. Tech jobs are fundamental, with a little housing added on, but in the core area jobs is the focus. It has been the administrations' job to "set the table" to figure out how to maximize investment for the long term value of this investment the City has made, and the Commission on behalf of the City. This includes thinking about the infrastructure that is needed so that the organic growth can happen. Staff is seeing this happen week by week as numerous parties are interested in investing in The Trades District. Staff has already brought the Redevelopment Commission Pedcor and the Dimension Mill. The goals set by the Commission and Staff from the beginning are the correct goals. This will be a very pedestrian focused scale, with activated public spaces, and for

multiple investors to participate to create a very dynamic poll. Anderson + Bohlander, who worked on this project before, has been retained to keep consistency. We have asked Anderson + Bohlander to look at the plan, as there have been many conversations with many people. We had to think about how to create the streetscape, the collisions, the pedestrian focus, the people focused infrastructure so that as investments happen there will be a very exciting urban environment. Linda Williamson has worked very hard to make this happen. We have looked at different options and talked to different investors about different configurations. We are focused on the jobs and are trying to create the maximize momentum for jobs in this District, developable sites with very vibrant streetscapes. As Linda Williamson said, this is not a blueprint, but rather a framework. What Staff is asking for is to get the framework fleshed out so that marketing can continue, and build the momentum that is growing very organically and wonderfully. The activation of many smaller green spaces and public spaces will make this a thrilling place to be, and connected to the wider city as well.

Linda Williamson introduced Jon Bohlander and Josh Anderson from Anderson + Bohlander.

Jon Bohlander thanked the Commission for putting together the list of questions. Jon Bohlander stated when they were retained in early 2015 they were asked to be the team that was going to kind of implement this first piece of placement. Whether the arrangement is as it is seen today or as it was in the previous thinking, the initial thinking was that the public infrastructure and the public investment of a roadway was the place making element that the City could use to catalyze The Trades District. The team launched an exhaustive process with the City, with the previous administration as to what that meant. To date, the Mayor and Linda have not changed direction on what the overriding goals and principles are. They still want to have a very pedestrian oriented, bicycle friendly environment where cars are invited to pass through. The streetscape and the public investment is to be the place making element that sets the stage and sets the identity for The Trades District moving forward. Where and how some of those elements are achieved is why everyone is here tonight. The principles that were established with MKSK and their partners and some of the initial thinking that went into the plan are still being adhered to. The drainage master plan and the ideas set forth in that plan as having a regional detention strategy still apply as part of this plan. They were definitely a part of what was being done in 2015, they will remain a part of what is being done now. Will they be achieved in the same format? The current thinking is no. The intent of the previous plan and the intent of this plan when it comes to drainage will be to maximize the amount of detention that we can get out of the public investment. Even in the previous iteration, the streetscape and public investment of the City was willing to make was not going to be able to accomplish that. A system was being developed that would be compatible with future development. The development that was in discussion was going to have its own detention system that would have tied into the previous thinking. Everything that is going to be detained through this region, through the core of The Trades District still is trying to alleviate the overburdened watershed that is to the west, the Rogers Street Watershed. All water still wants to be collected, cleaned and detained and released at an appropriate rate to Morton Street to the east. This is still the current thinking. How and what the capacity of what can be achieved in this streetscape design needs to be determined. Jon Bohlander added they have been challenged to be as green or more green than the previous concept. Infiltration basins will continue to be introduced that give water quality. There would still have to be private development requirements.

Josh Anderson added one of the questions was about how wide the sidewalks and streets would be. Josh explained that determining those will be part of the project. The way it is laid out is just a starting point for assumptions, would be about 80 feet and allow for 12 foot depth sidewalks which are a generous size and would allow for convivial nature for the buildings along the street. This would allow for tables and chairs, enough space that it would feel very pedestrian oriented, but also allow for chance social occurrences to happen within the street itself. The street would be public space, and not thought of as a place where cars pass. The infiltration areas are set up as an 8 foot width. This is a generous size and they would be green throughout the entire project. They would be planted and attractive. Also shown is on street parking. The idea there is that it slows down cars and also provides a protective zone for pedestrians, and provides a buffer. The roadway itself is being shown as 10 feet each lane. The Mayor would like those lanes to be as small as possible. The roads are not to be for cars, the real focus is on pedestrians, the public space, the plaza, and social interactions. Josh Anderson added part of the project is to determine the design of the streets.

Jon Bohlander added the idea of upgraded materials, higher end materials that speak to the industrial nature of the Showers campus, the use of metal, brick and wood were all identified based on the context of the Showers Building. Limestone is extremely prevalent in the area, but the City/County building represents this little pocket of brick. Playing off the context of the area is a big part of what was going to be done previously, and part of it will be maintained moving forward. Also, curbless environments will be explored to really play up the pedestrian oriented environment. In the last design, as well as this design, the street is to double as festival and programmable space. Jon Bohlander said they want The Trades District to be vibrant, to be able to shut its borders down and have internal festivals, like the Taste of Bloomington. Jon Bohlander added the goals and principles of this upgraded place making brand of The Trades District is still very much applicable and very much what his team hopes to show as part of this process.

Josh Anderson added there was a question about open space and green spaces. There is a change in direction. The old concept had a large central green space, whereas this design has taken that concept and turned the green, social and public spaces into smaller, what the Mayor calls "parklets." Part of the project would be to design what those "parklets" would look like and what they would be. Josh Anderson pointed out on the map where those might be located. The project has been challenged to maintaining the big trees on the western side of what would be the north part of Madison.

Don Griffin asked about the minimum square footage for the smaller green spaces. Jon Bohlander explained the corner when coming into 10th Street would be a public plaza, a gateway plaza. That would be roughly 1.3 acres. Don Griffin asked if the green space and public space are similar to the old proposal. Josh Anderson stated it is a different nature so it is hard to say. This will be a very different environment from the central green. The previous engineering team for the development proposal with Flaherty & Collins had determined they could not achieve their detention requirements in a surface detention area. They were intending to go with an underground facility.

The discussion continued with Anderson + Bohlander going down the list of questions submitted by the Commission. These questions and answers are attached.

Katie Birge asked for more data from Anderson + Bohlander on approximate costs per square foot for the additional streets. Josh Anderson and Jon Bohlander stated they would work with Andrew Cibor to provide more data.

Katie Birge stated Anderson + Bohlander had answered all their questions. Katie Birge stated she feels this is putting the cart before the horse. She stated this concept has not been agreed upon by the Commission and doesn't feel this can be resolved this evening. Katie Birge added she would not feel comfortable voting for this, and would like another work session.

Due to room scheduling conflicts the meeting was reconvened in the Council Chambers of Showers Building by Don Griffin.

Doris Sims asked if there was anyone from the public that had questions.

Michelle Cole of Envisage Technologies asked what the driving force was in having all the streets be for cars. If the streets were only for pedestrians and bikes it might be more welcomed by the tech community than the plan as designed.

Linda Williamson explained from the City's perspective there are a number of issues at play here in addition to what the ultimate project ends up being. One is being able to move forward without having all the pieces at the same time. Linda Williamson added that many of the businesses aside from Envisage who have talked to the City certainly expect to have cars. From the City's perspective cars will be a part of the long term plan, not independent of everything else.

Mark Figg of Figg Investments stated in his previous job he did office leasing in Indianapolis. The three important issues for users was where they were going to sit, eat, and park. He stated he feels the process the administration is going through is the right process from a user perspective and a developers. He added that the process is just starting and this seems to make the most sense.

Brad Wisler of Sproutbox asked how the connection between Madison and 11th Street would be handled with the grade change.

Josh Anderson stated the site has been walked and lines were painted out where the street would go. The grade change is not a problem from Madison where it was marked out. If the street were to go further west that is where the grade becomes steep.

Brad Wisler asked if there would be a special parking permit zone in the Tech Park so those spaces could be reserved for employees, as has been done in neighborhoods. Mayor Hamilton was agreeable to this request.

Lynn Coyne of the BEDC stated his organization is concerned with the activation of the Dimension Mill and getting it open as quickly as possible. Lynn Coyne stated he would hope the Dimension Mill would be up and running by the end of 2017. In order to do that the infrastructure plan needs to move forward simultaneously or this will not work. All these buildings will need to have handicapped as well as visitor parking. Lynn Coyne further stated a road is part of the Master Plan, and can be found on Page 37. The Master Plan says it is a complete street, in the sense it has pedestrian movability, it can be shut down for festivals and events, and fire would have access to all facilities.

David Walter stated the plan shows about 70 on street parking spaces. Josh explained the goal given to the team was to maximize on street parking.

Mike Trotzke of Sproutbox stated the original 10th Street Alignment project was estimated to be about 4 or 5 million dollars. He asked if there an estimate on the cost of the new layout. Jon Bohlander stated that is something that needs to be researched more and a ballpark estimate put together.

Linda Williamson stated all the figures provided for the original 10th Street Alignment were done when Anderson + Bohlander was under contract with the Redevelopment Commission. That is not the case now. In order to keep providing answers to questions it would be her hope that it is all being done in good faith, and that we are moving toward and being able to approve a contract to get work done to generate more definitive answers to questions.

Don Griffin stated what Linda Williamson has said is the Commission is voting on giving someone the job to actually answer these questions, to have more discussions on a plan, we are not voting on a particular plan, but voting on an architectural firm to do the Engineering work that is needed to get this project moving.

Mike Trotzke asked how much money has already been spent by the previous administration to do the previous engineering plan.

Jeff Underwood stated the last contract was just under \$335,000 and there was an amendment for \$25,000.

David Walter stated there was a value done by the previous plan as they did investigate existing utilities in this area and identified the condition of those, as well as where existing easements are, investigating whether they had to tie in underground or not to existing buildings. As has been said this connection to 10th Street is going to take some effort to figure out how this design all works with the number of ins and outs to existing parking lots, etc. To move this along sometimes it is best to take a step back and pay for more preliminary design, and include the public to provide input. Walter felt they were being asked to approve a design to build this.

It was explained by Anderson + Bohlander that what is in front of the Commission is not the plan. What is in front of the Commission will not be constructed. There are many steps that need to be done, there will be a schematic design process. What is in front of the Commission is not the plan, it is a concept that was put together to express an idea.

Mayor Hamilton added there is frustration among the community to be sure with some of the timing of the development of The Trades District. It was purchased a few years ago, the community came close to one big project which then was stepped away from. Mayor Hamilton stated his job as mayor is to try and activate the project. Mayor Hamilton added there are prospects ready to invest, there are going to be decisions as it moves along. He reminded the Commission that he came before them a few months ago and said that from his perspective a decision had to be made relatively soon about whether to continue with the straightening of 10th Street. By not straightening 10th Street some money will be saved, but it is hard to know how much. A decision was also made not to try and bury all the lines in the alley which is also going to save money. At this time there are live prospects, some in the room, others not in the room and they need guidance on what The Trades District is going to be like. This is a great project, a great Trades District, and have people who are ready to bring to us the next level of specificity. There are many conversations that will continue, with people who want to build, with people who don't want to build, with housing on the west side of Rogers, and getting the Mill going. We are at a place where the momentum is building, and it is time to add some specificity to the infrastructure.

Katie Birge asked the Mayor how many of those prospects for development in this area are dependent on 10th ½ Street.

Mayor Hamilton stated what he hears is what the plan for this area. It is prudent to engage the professionals to do the design work as we go. The street access has been important to some of them. Hamilton stated the after looking it over the plan made sense. Additionally, Mayor Hamilton stated he views the streets as parks, the streets move cars, but that is not mostly what they will do, these streets are public spaces.

Katie Birge asked about parking in the Tech Park in the future because 75 spaces would not address the parking needs. She asked if having these roads make it difficult to have a parking garage in the future.

Linda Williamson stated no, the roads do not make it more difficult to have a parking garage in the future.

Katie Birge stated some of her questions weren't answered and she would like the City to look at those and respond.

Doris Sims stated some of the questions need to be addressed by Legal and/or the Controller.

Thomas Cameron, Assistant City Attorney, stated there was a question about the Memo of Understanding between the Redevelopment Commission and the Board of Public Works. Thomas Cameron explained that when Indiana University built the curved 10th Street they never rededicated 10th Street as a right of way to the City. Most of 10th Street is owned by the Redevelopment Commission, and is a private street. As part of the survey work was done it was discovered part was still right of way. The right of way line is about in line with Solution Tree at the entrance to their southern parking lot. To be transparent, the City wanted to be clear that the

Board of Public Works understood that little piece of City right of way and part of the alley in the City's right of way was having infrastructure work being designed. Because most of this is Redevelopment Commission property, the Board of Public Works really has no role. For the little piece that is Board of Public Works controlled we wanted to get permission in advance that states they understand the Redevelopment Commission is getting part of their streets designed, which doesn't mean the streets are being constructed. It was made very clear when the MOU went to BPW that this would be a next step when it came to getting construction done. The intent was not to bypass public comment, the intent was to make it clear as to what was going on.

Thomas Cameron explained the project review and approval process as requested by Katie Birge. Thomas Cameron explained this would be an amendment to the first project review and approval form about the Phase I infrastructure. To City Staff this is still part of the original vision even if the exact location of 10th Street was changed. This explanation also answered the vetting of vendor question.

Jeff Underwood addressed the question of RDC projects, funding and status.

David Walter stated as a design professional he likes to know who his client is, who has the final say over design and decisions. David asked for reassurance from the designers here that there will be opportunities for public input into the development of the blueprint.

Don Griffin felt this was the Redevelopment Commission's responsibility since Anderson + Bohlander would be working for the Redevelopment Commission. Don Griffin asked to make that a goal of this Redevelopment Commission to make sure we are transparent and that opinions are invited.

Jeff Underwood answered a previous question about the amount that had been paid to Anderson + Bohlander previously. To date \$323,898.39 has been spent.

ANNOUNCEMENTS

Mike Trotzke announced there will be a public announcement on Thursday, August 11, 2016 on the Courthouse Square at 11:30 a.m. about a new group called the Digital Neighborhood Alliance (DNA) which is a collection of 10 or so technology based companies that are coming together to help speed the process of negotiations with the City or another developer for the group collectively.

Lynn Coyne stated the BEDC will be hosting an open house at the Dimension Mill on Thursday, August 11, 2016 from 5-7pm.

Don Griffin adjourned the meeting at 6:55 p.m.

Questions and Comments - David Walter

1. The Master Plan lists Guiding Principles on page 10. Explain how this plan will:
 - a. Provide strong physical linkages to a downtown and adjacent neighborhoods
 - b. Embed integrated, sustainable design...in the master plan for the site, buildings,
 - c. Create a walkable, bikeable, well-connected street and trail network (connected to create civic spaces and uses that encourage walking, social interaction, and community
 - d. Provide(s) a collaborative and inclusive design and planning process that builds consensus
 - A - Linkages to downtown and neighborhoods should be strong as all streets shown in this scope assume pedestrian-oriented design
 - B - Integrated and sustainable design elements are still to be included. The Drainage Master Plan calls for a regional detention system for all of the Trades District that will alleviate over-burden on the western watershed (Rogers Street). All stormwater will still be directed to the eastern watershed (Morton Street) with the goal of the streetscape projects to account for as much of the shared detention strategy as possible. Where that can not be achieved within the R.O.W., coordination will need to occur with future developments to have compatible systems that can increase the storage capacity of this project. The design team will incorporate infiltration basins throughout the streets along with sustainable detention measures near the intersection of Madison and 10th Streets as this is the natural low point of the area.
 - C - This is still a program requirement of the project, however the social/community spaces may occur as smaller moments of open space throughout the design
 - D - AB will let City speak to process
2. Explain how this plan will accomplish the Master Plan's "Big Ideas":
 - a. New pedestrian networks and open spaces encouraging outdoor play and active recreation
 - b. Open spaces connecting City Hall to existing attractions
 - c. A tech campus linked by a central collaborative open (green) space
 - d. Sustainably managing stormwater and celebrating it as a central organizational element
 - e. Recalling historic patterns (of the original super block development of the Shower's
 - A - This is still a program requirement of the project, however the social/community spaces may occur as smaller moments of open space throughout the design
 - B - This is the goal of incorporating the "Gateway Plaza" near the intersection of 10th and Madison Streets
 - C - A+B has been asked to investigate an option that includes more of an urban grid and smaller development parcels, requiring elements of the streetscape design to allow for placemaking and social interaction still to occur
 - D - Currently the design team is indicated 80' right-of-way widths to allow for larger infiltration basins to be incorporate into the design to increase stormwater detention and slow runoff rates
 - E - The Master Plan and the proposed plan both indicate a Madison Street extension through the site to connect to 11th Street and build internal access and connectivity
3. More detail is necessary RDC for project review. Please indicate the following:
 - a. Site plan scale, north arrow and location map in relationship to adjacent Neighborhoods,
 - b. Size of building lots in square feet and overall site dimensions
 - c. Width of new roadways and sidewalks
 - d. Location of existing trees with drip lines; indicate trees to be removed
 - e. Grade lines indicating proposed drainage patterns and stormwater detention
 - f. Locations of buried or overhead electrical power lines and utility easements
 - g. Summarize total building area, paved area, and green space in a chart
 - A - A+B to provide for review at 08.09 Work Session
 - B - A+B to provide for review at 08.09 Work Session
 - C - A+B to provide for review at 08.09 Work Session
 - D - A+B to provide for review at 08.09 Work Session

- E – Existing contours will be provided for RDC reference as part of graphics to be provided at 08.09 Work Session. Stormwater detention can not be indicated as the proper investigation, designs, and developer coordination will need to occur as part of the proposed scope of services
 - F – A+B to provide for review at 08.09 Work Session
 - G – This is difficult to determine until more information is known about the capacity of the proposed infiltration basins, stormwater management systems and future development parcels.
4. Street Design:
- a. The CPT Master Plan recommends the alignment of Madison with the entrance to the west side of the Showers Building. Explain the reason for the Madison Street offset and what will be done to mitigate pedestrian, bicycle and vehicle traffic conflicts. (The intersection of East Third Street and High Street/Bryan Avenue illustrates the challenges of an offset intersection.)
 - b. What are the advantages and disadvantages of the proposed "10 and a half" east-west
 - c. Are the north-south dashed lines in the building lots to become dedicated city alleys?
- A – A+B has been asked to investigate the adjusted Madison Street location as part of the proposed scope of services. The layout and alignments shown today are very preliminary and have not gone through a complete design process or coordination with City Planning and Transportation. Similar to the previous 10th Street project, pedestrian and bicycle systems and safety will be an instrumental part of the design inspiration. The proposed roadway improvements will still serve as the primary placemaking element of the Trades District
 - B – 10-1/2 Street allows for smaller development parcels and would allow for increased access to those parcels. It could be extended to the west of Rogers Street to connect with the existing intersection of 11th Street and Fairview Street, and further increase E-W access to the Trades District from the surrounding community
 - C – The need or potential location of additional alleys within the Trades District will be dependent on proposed developments. Creating alleys to serve those parcels would allow for utilities such as power and communications to occur within the alley
5. Explain how this design will facilitate a "land swap" for parking.
- The proposed plan would still require coordination with the Solution Tree/Hirons Co parcel to determine an appropriate location for the relocation of their existing parking spaces north of 10th Street. Where and how those spaces are to be accommodated is to be determined as part of the proposed scope of services
6. Len Hinrichs of Bruce Carter Associates, in a letter dated June 11, 2015, stated the following: "As part of redevelopment, minimize the disturbance of subsurface soils in the 4 to 6 foot depth range, along the former rail siding that ran north/south on the eastern edge of the former Food Storage Building foot print, as well as the former rail spur that crosses W. 10th Street at the southeast corner of the Subject Site." Sanborn Fire Maps show the approximate location of this rail line. Explain how this development plan will address this environmental issue.
- As part of the proposed scope of services, the design team will investigate and analyze the current underground conditions (soils/bedrock) to best determine an appropriate roadway profile that accounts for these factors, as well as many others including grading, site and building access, program requirements, etc.
7. Explain how this plan will address the north-south alley on the east side of the Kilns/Dimension Mill and provide pedestrian/bicycle access from these buildings to the new development.
- The current thinking as directed by the City is to maintain the overhead utilities through this alley, so the level of disturbance and redesign to the area will be greatly reduced. New surfacing will be provided to allow for safer pedestrian and bicycle users, and the transitions between the alley and existing properties will be evaluated to maintain access

Questions – Katie Birge

Street-related questions and comments:

Approximately how much would construction of a realigned 10th Street cost?

Josh: It is difficult to give firm number, which we realize is frustrating, but most costs depend on design decisions and other factors, such as utilities, grading, etc... The previous project was estimated at around \$4 - \$4.5M, but included upgraded materials and features, as well as underground utilities. We did not develop a cost for a "basic" straightening of 10th Street. We would have to assume it would be less than the cost for the upgraded version, but more than keeping 10th Street in its current alignment. A+B will have some preliminary quantities and generalized costs for these various scenarios available for discussion, but more detailed information will be provided as part of the scope of services.

Approximately how much would simply improving but not realigning 10th street cost, including updated design?

We can provide a very ballpark / planning-level cost only until we have a design.

Approximately how much would construction of 10th and a half Street (for lack of a better name) cost?

We can provide a very ballpark / planning-level cost only until we have a design.

Approximately how much would construction of Madison Street cost?

We can provide a very ballpark / planning-level cost only until we have a design.

Where will the utility lines be laid? The original 10th street plan called for them to be along the realigned street and installed in conjunction with the construction. Where are they to go now?

As part of the realigned 10th Street, we also had them underground and in the alley. We are assuming a much smaller utility component to the project. There are no longer underground vaults in the alley.

Particularly along the east side of the Trades District, there are properties that are not owned by the city. How will that impact the alleys and roads being proposed? At what cost?

Madison Street, in the exhibit, is located parallel to the western wall of the Dimension Mill Building. This scope would include consideration of access to these eastern buildings.

The MOU in the resolution brought to the RDC this week is very problematic. It cedes some of role of the Board of Public Works to the RDC, but more seriously, it removes public comment from the process. The Board of Public Works allows public input at their meetings; the RDC does not. I am not comfortable moving along with an MOU that makes the RDC the sole decision maker in that process, especially without public input.

Not AB-related

Plan-related questions:

Where did this plan come from? Who is making these decisions? Why is so much of this happening without consent or input from the redevelopment commission?

AB was asked to provide alternatives that showed a finer grain, with less of a large park and large detention area, and to break those into small parklets, and provide infiltration in the street right-of-way. We showed options that intersected with 10th Street in different ways and located Madison in different places and the City chose this direction.

What technology companies are you working with on development, and what is their feedback regarding this plan?

AB is not in those discussions, but has heard that the Madison Street location is preferred by one company.

What is wrong with the master plan that was approved by the RDC in 2013? What are the objections to that plan? Development and purchases of land must go through the RDC anyway, so if there's a concern about building size, the checks are already in place to prevent an unwanted behemoth in the Trades District. The December 2015 Flaherty and Collins meeting exemplified that.

Not AB-related

The approved 2013 Master Plan called for a campus, not a grid. Why is a grid being proposed? In last Monday's meeting, Andrew Cibur and Mr. Anderson used terms like "Typical city pattern"/"consistent with the downtown fabric" The master plan does not call for a typical city pattern. It calls for a campus that is walkable, conducive to congregation, parks, greenways and gathering places that connect the companies locating in the park, not separate them by streets. The goal of the tech park outlined in the master plan is in fact the opposite of a city grid. What rationale is there for adding streets?

AB was asked to pursue this direction. The City has directed us to assume that walkability to be a key goal for all streets. The City has directed us to think of parks and gathering spaces as broken into smaller parklets rather than the main large green space. The goal for the streets would be to make connection in and around the district easy for pedestrians.

Process-related questions:

It seems we've started to stray from our 2-step approval process that was adopted in 2015 to provide more oversight for the RDC. The project review forms preceded the actual funding request for the project itself. Resolution 16-34 was for a funding agreement - we had no project approval discussion prior to this. What has changed? Why is this okay in some instances but not okay in others? What was the vetting process to acquire a vendor? I was under the impression that step in the process could not be done until after the project had been approved.

Not AB Related

By approving the design of realigned 10th Street in February 2015, the RDC moved forward with that part of the master plan. I believe (though we have not been updated on this) that the original Anderson + Bohlander design plan was completed in late 2015 or early 2016, but at no point was the RDC given a recap or an update on that design. Are there other projects from 2015 in which funding was approved, progress was made in 2015, and further development has stalled?

Not AB Related

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, August 15, 2016 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: David Walter, Katie Birge, Sue Sgambelluri, Jennie Vaughan, Kelly Smith and Don Griffin

Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Housing Specialist, HAND; Rosie Beaman, Assistant Director, HAND

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Linda Williamson, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Anahit Behjou, Assistant City Attorney; Jon Bohlander, Anderson + Bohlander; Brandon Delk, Pedcor Investments; Doug Prishpreed, Channel 5 News; Bogle Gorfler, International News Network; William Johnson Jr, G for G LLC; Sarah Vaughan, WFHB; Megan Banta, Herald-Times; V.I. Lenin, Citizen

II. READING OF THE MINUTES –Jennie Vaughan made a motion to approve the August 1, 2016 minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS –David Walter made a motion to approve acceptance of the claims register for July 29, 2016 for \$120,824.77. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –David Walter made a motion to approve acceptance of the payroll register for August 5, 2016 for \$29,564.88. Katie Birge seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions.

B. Legal Report. Thomas Cameron introduced Anahit Behjou, Assistant City Attorney. She will be the backup attorney for the Redevelopment Commission.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. CTP Update Report. Linda Williamson reported a successful Dimension Mill open house. The report from BEDC and Kirkwood Design will be delivered at the September 6, 2016 Redevelopment Commission meeting.

VI. NEW BUSINESS

A. Resolution 16-38: Approval of Funding for Design Services of Phase 4 of the Cascades Park Trail. Jeff Underwood asked to remove Resolution 16-38 from the agenda. He will bring it back at a later date.

B. Resolution 16-39: Authorization for Pedcor Investments to Appear before the Bloomington Plan Commission Regarding Part of the West of Rogers Parcels in The Trades District. Brandon Delk of Pedcor Investments gave a brief overview of the current

development plans for the West of Rogers Parcels. The plans were recently revised and will be revised again. Delk hopes to have another set of plans to distribute to the Redevelopment Commission at the next scheduled meeting. The plan currently calls for 36 units with 13 one bedrooms, 17 two bedrooms, and 6 three bedrooms. All units will be affordable housing rental units and restricted to residents making less than 60% of the Area Median Income for their respective household size.

David Walter asked if an elevator was included in the plans. Delk stated there isn't an elevator shown in the plans, however, there will be one located in the East/West wing. Walter asked if they are aware of the preliminary development site plan for the project across Rogers Street. He also asked if any of the entrances will line up with the proposed 10 ½ Street. Delk stated the 10 ½ Street will not go west of Rogers which was a big decision point made in the past few months. There is the ability to connect to a neighboring property.

Pedcor Investments is requesting permission to present development plans for the West of Rogers Parcels. If a developer, such as Pedcor Investments wishes to present development plans to the Plan Commission for property it does not own, the Plan Commission requires the property owner to grant permission to present the development plans to them.

Sue Sgambelluri made a motion to approve Resolution 16-39. Katie Birge seconded the motion. The board unanimously approved.

- C. Resolution 16-40: Approval to increase HMAL Limit. Rosie Beaman briefly explained the Home Modification for Accessible Living Program (HMAL). The HMAL program currently provides grants to qualified applicant up to \$7,500 per owner-occupied home. There has been no increase in the dollar amount since 2002. HAND is requesting to increase the dollar amount to \$9,500 per owner-occupied home.

Katie Birge made a motion to approve Resolution 16-40. Jennie Vaughan seconded the motion. The board unanimously approved.

OLD BUSINESS

- A. Resolution 16-34: Approval of Consulting Agreement with Anderson + Bohlander, LLC. Anderson + Bohlander previously worked with the City on the 10th Street Project.

Don Griffin stated public comment will be accepted. Doris Sims asked if anyone from the public would like to comment on the 10th Street project. There were no public comments received.

Katie Birge asked if Anderson + Bohlander had a more detailed cost breakdown to present to the commission.

Jon Bohlander, Anderson + Bohlander provided a more detailed cost breakdown of the previous 10th Street design. The construction of 10th Street was estimated at \$55 per square foot, for a total of \$2,337,500. The previous 10th Street design would have required extending Madison Street, which was estimated at \$35 per square foot, for a total of \$262,500. Thus, the total cost of the previous 10th Street design is estimated at \$2,600,000.

The current 10th Street development proposal will keep 10th street at its current configuration and add pedestrian safety and access parking improvements. The estimated cost is \$45 per square foot, for a total of \$758,250. The Madison Street intersection is

estimated at \$35 per sq. ft. The total cost of the current 10th Street project is estimated at \$1,700,000.

Katie asked for the overall cost estimate, including extending Madison Street between 10th Street and 11th Street. Jon Bohlander explained the cost estimate breakdown and estimated that the entire project (including the current 10th Street Design) would cost \$9,622,643. Bohlander clarified that this is a conservative number based on estimates for the intensity and amount of work anticipated in each area.

David Walter had concerns with the contract. He stated the contract does not include construction administration and asked why it isn't included in the contract. Jon Bohlander stated it was not asked to be included, and was not included in the previous contract for 10th Street. Walter stated there seems to be confusion with some of the language in the contract when referring to "client" or "city". Thomas Cameron clarified that one of the exhibits refers to the City as "Client," but that he believes the language is clear, and Legal is comfortable with the contract as drafted.

Katie Birge asked for a roll call vote. She stated that she was not comfortable voting in favor of the design. She feels it is too different from the Master Plan. She wanted more community or stakeholder input.

David Walter made a motion to approve Resolution 16-34. Sue Sgambelluri seconded the motion. Jennie Vaughan, Don Griffin, Sue Sgambelluri, and David Walter voted yes. Katie Birge voted no. The motion passes 4-1.

VII. BUSINESS/GENERAL DISCUSSION

Doris Sims reminded the commissioners of the executive meeting on August 23, 2016 at 5:00 p.m.

VIII. ADJOURNMENT

The meeting adjourned at 6:00 p.m.

Donald Griffin, President

Sue Sgambelluri, Secretary

Date

16-38
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR DESIGN SERVICES OF PHASE 4 OF THE CASCADES
PARK TRAIL**

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the North Kinser Pike and Prow Road Economic Development Area (“North Kinser Pike TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the North Kinser Pike TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the North Kinser Pike TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the North Kinser Pike TIF or that serve the North Kinser Pike TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the North Kinser Pike TIF or that are physically connected to the North Kinser Pike TIF; and

WHEREAS, on June 6, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to construct phase 4 of the Cascades Park Trail (the “Project”); and

WHEREAS, the Project will serve the North Kinser Pike TIF; and

WHEREAS, the RDC approved the Form in Resolution 16-25; and

WHEREAS, Resolution 16-25 identified the North Kinser Pike TIF as the source of funds for the Project; and

WHEREAS, Step 1 of the Project was identified as Design Contract; and

WHEREAS, pursuant to the City’s procurement process, Staff has identified Eagle Ridge Civil Engineering Services, LLC (“Eagle Ridge”) as the best provider of the Design Contract; and

WHEREAS, Staff has negotiated an Agreement with Eagle Ridge, which is attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to the terms of Exhibit A, Eagle Ridge is willing to perform the Design Services for an amount not to exceed \$68,700; and

WHEREAS, the RDC has available funds in the North Kinser Pike TIF to pay for the Design Services; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the cost of the Design Services, the total project cost, and the expected timeframe of the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reiterates that the Project is an appropriate use of the North Kinser Pike TIF, and finds that the Agreement with Eagle Ridge is an expense incurred by the RDC.
2. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
3. The RDC hereby approves payment of an amount not to exceed \$68,700.00 from the North Kinser Pike TIF for the Design Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2018, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC.
FOR
DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS OF
CASCADES TRAIL-PHASE 4**

This Agreement, entered into on this ____ day of _____, 2016, by and between the City of Bloomington through its Board of Park Commissioners (hereinafter referred to as “Board”), and Eagle Ridge Civil Engineering Services, LLC (hereinafter referred to as “Consultant”),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to extend its recreational trail system to areas not currently served by trail infrastructure, and;

WHEREAS, the Board requires the services of a professional engineering Consultant to prepare the design, construction plans, specifications, and to provide support to the Board in the preparation of the project for a public bidding process, which shall be hereinafter referred to as “the Services”, and;

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Consultant shall provide the Services for the Board as set forth in Attachment A, Scope of Services. Attachment A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Attachment A in a timely manner consistent with the Standard of Care identified in Article 2.

Redevelopment Commission Resolution 16-38

Exhibit A

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Parks and Recreation Department official(s) designated by the Board as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the Board: The Board shall provide all necessary information regarding requirements for the Services. The Board shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Board shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Attachment B, Compensation. Attachment B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of Sixty Eight Thousand Seven Hundred Dollars and no Cents (\$68,700.00). The payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the percentage of work completed only.

Additional services not set forth in Attachment A, changes in services, or incurred expenses in excess of the rates set forth in Attachment B must be authorized in writing by the Board or its designated project coordinator prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Attachment C, Schedule. Attachment C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by the Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of the Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the Project Team whom Consultant has represented will be responsible therefor. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by the Project Team described in Attachment D, and such other personnel in the employ under contract or under the supervision of the Consultant whom the Board shall approve. Attachment D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries

and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant’s officers, directors, partners, employees, or sub-consultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will

operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Verification of New Employees' Immigration Status. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Attachment E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or

contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

Bloomington Parks and Recreation
Attn: Dave Williams
401 N. Morton, Suite 250
Bloomington, IN 47402

Consultant:

Eagle Ridge Civil Engineering Services, LLC
Attn: Brock Ridgway, P.E.
1321 Laurel Oak Drive
Avon, IN 46123

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Consultant.

Article 25. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification: This Agreement, including all Attachments incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Attachment F, affirming that Consultant has not engaged in any collusive conduct. Attachment F is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Redevelopment Commission Resolution 16-38
Exhibit A

CITY OF BLOOMINGTON

CONSULTANT (Eagle Ridge Civil Engineering
Services, LLC)

BY:

Philippa Guthrie, Corporation Counsel

Brock Ridgway, P.E., Owner

Date: _____

Date: _____

BOARD OF PARK COMMISSIONERS

BY:

Leslie J. Coyne, President

Date: _____

**ATTACHMENT A
SCOPE OF SERVICES**

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Eagle Ridge Civil Engineering Services, LLC to complete the design of a new paved recreational trail from Clubhouse Drive at Kinser Pike and extending west and north alongside the Cascades Golf Course to the Rosewood Drive intersection.

Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with “City”. Information regarding assumptions or conditions of this scope are typically in italicized text.

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Design Support, Permitting and Coordination Tasks
- Bidding and Construction Support
- Project Management and Administration Tasks

PRELIMINARY ENGINEERING TASKS

Update Partial Plan Set

- ◆ Assemble plan sheets from previous “West Leg” plan set, adjust sheets for work limits previously built.
- ◆ Customize reference and control point data to new work area.
- ◆ Identify additional sheets needed for final design and prepare base drawings.

Site Reconnaissance

- ◆ Revisit site. Inspect for changes in conditions since 2009.
- ◆ Markup plans, update drawings.
- ◆ Check condition of road pavements where crossings are to be located.

Update Utility Coordination

- ◆ Contact utilities for updated mapping of their facilities in the project area. Update 2009 survey data. Request notification of any expected utility upgrade work they are planning.
- ◆ Compare utility-provided information with survey data.
- ◆ Invite utilities to a Field Check & Utility Coordination Meeting.
- ◆ Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ ***Send Utilities a copy of the Detailed Plans (75%). Request their relocation plans, if applicable.***
- ◆ Review Utilities’ relocation plans for consistency with trail plans. Submit relocation plans to City with recommendation. Add proposed relocations to the Trail Plans.

Redevelopment Commission Resolution 16-38

Exhibit A

City	Approve relocation plans, prepare needed relocation agreements, and issue notice to proceed to utilities.
------	---

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Plan set is expected to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Contacts
 - Legend and Reference/Benchmark/Control Data
 - Typical Pavement Details and Sections, Misc. Construction Details, Pedestrian Safety Railings, Fencing Details
 - Maintenance of Traffic/Access and Erosion Control Plans
 - Plan and Profiles
 - Existing Conditions
 - Proposed Path
 - Grading Plan
 - Storm Sewer and Culvert Layouts and Profiles
 - Landscaping and Tree Planting Plans
 - Existing and Proposed Easements and Right of Way
 - Golf Course Modification Plans and Details
 - Irrigation System Plans and Details
 - Structure Data Table
 - Sign and Pavement Marking Plans
 - Sign Summary Table
 - Pavement Quantities Table
 - Misc. Quantity Summary Sheet
 - Cross Sections on 50' intervals (100' in unchanging sections).
- ◆ Prepare Plans on 24" x 36" sheets.

Milestone Submittals

- ◆ Submit Plans and Preliminary Estimate for City's review at the Detailed (75%) Plan stage.
- ◆ Submit Plans, Specifications, and Detailed Estimate for review and comment at the Draft Final (95%) stage.
- ◆ Obtain review comments, revise drawings, and then Submit Final Plans, Specifications, Estimate, and Contract Documents (100%) for Bidding by the City.

Title and General Information Sheets

- ◆ Prepare a Title Sheet that includes the project title, City designated numbers, a location map, and signature area. Prepare General Information Sheet(s) with an index of plan sheets, a list of utility contacts, control point and benchmark data, a Legend of symbols and lines, and general notes.

Typical Cross Section and Miscellaneous Construction Details

- ◆ Prepare typical construction details to describe the recreational trails, cart paths, sidewalks, ramps and curbing features.
- ◆ Prepare details for pipe trenching, backfill, roadway patching.
- ◆ Prepare details and/or notes for fencing and railings as applicable.

It is understood that the project will use the same pavement cross section as used previously for Phases 1 and 2 of the Trail. Formal pavement design is not anticipated to be needed.

Redevelopment Commission Resolution 16-38
Exhibit A

Maintenance of Traffic Coordination and Design

- ◆ Prepare sheets showing the maintenance of traffic scheme for the project. Project phasing, plans for handling lane restrictions, and temporary signs will be presented on these plans.
- ◆ Provide listing of temporary signs needed.
- ◆ If feasible and safe, and after discussions with golf course staff, prepare a phasing plan of golf course work that allows the golf course to remain partially operational.

Erosion Control Design

- ◆ Show temporary erosion control measures on sheets with Maintenance of Traffic because they are both temporary work. Provide summary of erosion control measures required.
- ◆ Coordinate the requirements with the Rule 5 Erosion Control Permit.

Plan and Profiles for Trail, Site and General Design

- ◆ Complete design of trail and culvert improvements.
- ◆ Show proposed sidewalks, curbs, and miscellaneous work on these sheets.
- ◆ Show adjacent shoulder improvements to roadways where these are needed for roadside safety or for trail to sidewalk connections.
- ◆ Design the following Site Improvements in conjunction with the design of the trails:
 - Design changes to sidewalks, ramps, curbs and crossings at Kinser Pike at the High School entrance drive
 - Prepare design of sidewalk, ramp, curb and related crosswalk improvements at the intersections of Kinser Pike & Rosewood Drive to connect existing sidewalks to the trail.
- ◆ Show storm sewers and culverts in profile area along with proposed path profile.
- ◆ Provide spot grades or proposed contours for grading plan.
- ◆ Provide layout of fencing and railings.
- ◆ Show required planting of trees, sod and other plant materials as directed by City.
- ◆ Show tree removals also, and provide totals for removal to support City review of tree mitigation plan.

Golf Course and Irrigation System Modifications

City Provide any available mapping of the existing irrigation system.

- ◆ Layout modifications to tee and green areas.
- ◆ Provide a grading plan for modifications.
- ◆ Provide proposed soil profiles for golf course areas (assumed to be one for fairways and one for tees and greens).
- ◆ Provide subsurface drainage system design.
- ◆ Layout modifications to cart paths, signs and miscellaneous features in these areas.
- ◆ Provide a layout or relocation plan for irrigation facilities.

City *Provide detailed guidance on specific species of grass and other plants that are to be planted on the golf course and are to be included in overall planting plan*

City *Provide its own furnishings, unique signage detailing/specifications*

Retaining Wall Design

- ◆ Prepare Plan and profile for a modular block retaining wall.

Structure Data Table

- ◆ Assemble table of all culvert and storm sewer related work.

Sign and Pavement Marking Design

- ◆ Prepare design of proposed markings, signs and sign relocations/resets
- ◆ Prepare a Sign Summary Table that shows new signs to be provided with this project.

Pavement Quantities Table

- ◆ Provide table that summarizes paving work on the project.

Miscellaneous Quantity Summary Tables

- ◆ Prepare typical summary tables for path, sod, seed and other misc items not described on plans.

Cross Sections

- ◆ Provide Cross Sections at approximate 50' or 100' intervals, and at culvert crossings.

DESIGN SUPPORT, PERMITTING AND COORDINATION TASKS

IDEM Permitting

- ◆ Assemble Technical Data Report that is required to support a Rule 5 permit application.
- ◆ Show Erosion Control Plan in the form of plan sheets and a technical specification. Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review. Resubmit as needed to obtain MCSWCD approval.
- ◆ Publish Public Notice in Bloomington Herald-Times.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM.

Specifications

- ◆ Prepare Technical Specifications for the proposed work. Refer to City Standards and INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Specifications for items not covered by INDOT or City standards.

Quantity Computations and Cost Estimating

- ◆ Prepare Earthwork calculations. Show Earthwork notes on the plans.
- ◆ Include Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.
- ◆ Complete and reconcile the quantities tables in the plan set to common pay items.
- ◆ Prepare an itemized construction cost estimate and a Unit Price Bid Form

Project Coordination Meetings, Field Check, and Public Meeting

- ◆ Review old CBU comments. Provide CBU a copy of the 75% plans and request their review and comments the project. *This scope of work does not include the design of watermain or sanitary sewer facilities, which are not believed to be needed.*
- ◆ Provide plans and request comments from City Planning & Transportation.
- ◆ Provide plans and request comments from Monroe County Schools about impacts on school bus

Redevelopment Commission Resolution 16-38

Exhibit A

routes and temporary changes during construction, especially for work at entrance to BNHS.

- ◆ Provide plans and request comments from City Forester about likely tree impacts and the preliminary tree mitigation plan. Also solicit guidance for potential replanting areas in the project area.
- ◆ Provide plans and request comments from Golf Course staff.
- ◆ Attend plan review / coordination meetings with Parks staff at project Kickoff and Detailed Design (75%) review. The meeting for the 75% plans would include a walkthrough if needed.
- ◆ Prepare meeting records (minutes) for meetings where necessary.
- ◆ Schedule and conduct a combined Field Check and Utility coordination meeting.

City Plan, schedule and publish notices and invitations to public meeting. Assist in the reservation of meeting spaces and audio visual equipment.

- ◆ Prepare and Conduct an Open House format Public Meeting to present the Detailed (75%) Plans and to solicit public comments and questions.
- ◆ Prepare and present the project to the Parks Board using the 95% Draft Final Design.
- ◆ Attend a stakeholder meeting with neighborhood representatives.

It is assumed that the City will conduct other internal meetings and reviews and will present the project to the Bicycle and Pedestrian Safety Commission and other groups at the discretion of the City Project Manager. While these meeting will use plans and presentations prepared by Eagle Ridge, Eagle Ridge is not expected to attend these meetings.

BIDDING AND CONSTRUCTION SUPPORT TASKS

City Provide boilerplate version of city-approved contract documents.

- ◆ Prepare Contract Documents including Notice to Bidders, Instructions to Bidders, Bid Form, Bonds, General and Special Conditions.
- ◆ Assemble full project manual with title, table of contents, technical specifications and standard drawings in PDF format.

City Publish bidding solicitation as required. *It is assumed that the City will conduct the bidding process through its bidserve website.*

- ◆ Respond to questions from bidders if requested by City.
- ◆ Prepare items for addenda, if needed. *It is assumed that the City will post needed addenda to website.*
- ◆ Attend Prebid Meeting.
- ◆ Prepare Bid Analysis and Recommendation.

City Receive, open and process bid packages. Issue Notice of Award and process Agreements with the selected Contractor.

- ◆ Attend PreConstruction Meeting
- ◆ Assist in the resolution of field questions and interpretations of the Plans and Specifications.
- ◆ Review submittals, shop drawings, RFIs and Pay Applications
- ◆ Conduct site visits on a biweekly basis to review progress and general compliance with project requirements.

City Provide full-time on-site inspection and daily reporting.

PROJECT MANAGEMENT TASKS

- ◆ Revise the Project Workplan.
- ◆ Set up project in accounting software for tracking, job cost recording, and for invoicing.

Redevelopment Commission Resolution 16-38
Exhibit A

- ◆ Manage subConsultants.
- ◆ Prepare Invoices to City to include supporting documentation and cost records if requested.
Prepare Progress Reports in format acceptable to City.

ASSUMPTIONS:

Environmental Hazards

No known environmental hazard or contaminated areas are expected to exist on the project site. If field investigations reveal or develop a suspicion of hazardous material condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work has not been included in the Agreement.

Redevelopment Commission Resolution 16-38
Exhibit A

**ATTACHMENT B
COMPENSATION**

For the services described, compensation shall be made in progress payments based on percent complete of the primary tasks required:

Preliminary Engineering:	\$ 865
Design:	\$ 42,305
Design Support, Permitting, Coordination:	\$ 14,080
Bidding and Construction Support:	\$ 9,840
Project Management:	\$ 1,610

<i>Total Lump Sum Fee:</i>	<i>\$ 68,700</i>
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In the event that additional services are needed, additional compensation will be determined using the following rates:

Project Manager	\$115/hour
Project Engineer	\$90/hour
Landscape Architect	\$120/hour
CADD Technician	\$55/hour
Direct Expenses	At Cost
SubConsultants	Cost+5%*
Mileage Reimbursement	Current IRS Rate

The attached spreadsheet (Attachment B-1) details the man-hour estimate by task.

ATTACHMENT B-1 – PROJECT FEE ESTIMATE

Redevelopment Commission Resolution 16-38

Exhibit A

PROJECT FEE ESTIMATE - Exhibit B-1						
for Bloomington Parks Department						
Cascades Trail Phase 4 - West Extension to Kinser Pike at Rosewood Drive						
7/25/2016						
TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$55	Cost +5%	At Cost	
PRELIMINARY ENGINEERING						\$865
Revisit Site, Review for changes and pavement condition at crossings	4		2		\$65	\$635
Update Utility Data, review potential conflicts and relocation needs	2					\$230
DESIGN PHASE						\$42,305
Title Sheet / Index	2		2			\$340
General Information & Legend & Utilities Contacts & Referencing Sheet	2		3			\$395
Typical Cross Sections, Construction Details						
Curb, Sidepath, Pipe Trenching/Patching Details	4		4			\$680
Fencing Details	2		2			\$340
Maintenance of Traffic and Erosion Control						
MOT Design and Notes	2		4			\$450
Develop special phasing for Golf Course Changes	6		8			\$1,130
Erosion Control Design	2	2	2			\$520
Trail Plan and Profiles						
Trail Design Revisions from Prelim Plans / New Work Limits	4		4			\$680
Horizontal and Vertical Alignment Design / ADA Review	2					\$230
Culverts with Profiles/Sections	2		2			\$340
Kinser Roadside/Shoulder Improvements	2		2			\$340
Kinser at High School - Intersection Layout and Drainage Improvements	6		6			\$1,020
Grading Plans	4		4			\$680
Crossings and Crosswalks	2		2			\$340
Fiber Optic System Layout and Specs	3		1			\$400
Golf Course Modifications Layout - by Civil Engineer						
Layout of Greens and Tees	8		16			\$1,800
Cart Paths and Miscellaneous Features	4		4			\$680
Grading Plans	6		4			\$910
Mntc Road Paving Plan/Detail	4		4			\$680
Golf Course Layout, Details and Specifications - by Landscape Architect				\$ 22,600		\$23,730
Special Soil Profiles and Specifications	2		1			\$285
Landscape/Planting Plans and Tree Removal Planning	2		1			\$285
Subsurface Drainage Design	3		1			\$400
Irrigation System Modifications	2					\$230
Retaining Wall Design	8		8			\$1,360
Structure Data Table with Pipe Materials	4		2			\$570
Sign and Pavement Marking Plans	2		2			\$340
Sign Summary Sheet	2		1			\$285
Table of Paving Quantities	3		1			\$400
Table of Miscellaneous Quantities	6		2			\$800
Cross Sections	6		10			\$1,240
Full Sized Plan Sets printing and Shipping					\$425	\$425
DESIGN SUPPORT, PERMITTING AND COORDINATION TASKS						\$14,080
Prepare Tech Report/Spec for Env. Protection and Submit for IDEM Rule 5 Permit	1	26			\$100	\$2,555
Technical Specifications	6					\$690
Earthwork Computations	6		6			\$1,020
Cost Estimate	6					\$690
Utility Relocation Coordination / Add Relocations to Plans	5		1		\$65	\$695
Coordination with CBU (Water, Drainage and Sanitary) (assume 1 site meeting)	6		2		\$65	\$865
Coordination with Planning and Transportation (assume 1 meeting)	6				\$65	\$755
Coordination with MCCSC/BNHS (assume 1 meeting)	6				\$65	\$755
Coordination meetings with Parks and Golf Course staff (assume 3)	18		3		\$195	\$2,430
Field Check / Utility Coordination Meeting	6				\$65	\$755
Prep and Conduct Public Meeting (assume 1 meeting)	10		2		\$100	\$1,360
Presentation to Parks Board	6				\$65	\$755
Stakeholder Meeting (Neighborhood)	6				\$65	\$755
BIDDING AND CONSTRUCTION SUPPORT TASKS						\$9,840
Prepare Project Contract/Bidding Documents	5					\$575
Assemble project manual	3					\$345
Respond to Bidders Questions	4					\$460
Prepare Addenda	4		2			\$570
Prebid Meeting	6				\$65	\$755
Bid Analysis / Recommendation	2					\$230
Preconstruction meeting	6				\$65	\$755
Respond to field issues, RFIs, submittals, etc.	14		2		\$130	\$1,850
Review Shop Drawings, Pay Applications	4					\$460
Bi Weekly site visits (assumes 6)	30				\$390	\$3,840
PROJECT ADMINISTRATION AND MANAGEMENT TASKS						\$1,610
Manage / Review Subconsultants	3					\$345
Prepare Project Workplan	8					\$920
Invoicing / Status Reports	2					\$230
Project Accounting Setup and Control	1					\$115
Total Hours:	293	28	123	\$ 22,600		TOTAL
Fee by Classification:	\$33,695	\$2,520	\$6,765	\$ 23,730	\$1,990	\$68,700
PROPOSAL SUMMARY BY FIRM						
Eagle Ridge Civil Engineering \$ 46,100						
Cornerstone PDS \$ 22,600						

Redevelopment Commission Resolution 16-38
Exhibit A

**ATTACHMENT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	August 2016	
Detailed (75% Design) Plans and Prelim Cost Estimate	November 2016	
Field Check and Utility Coordination Meeting	December 2016	
Park Board / Public Meeting	January 2017	
Draft Final (95% Design) Plans and Specifications and Detailed Cost Estimate	January 2017	
Final Plans (100% Design) – Ready for Bidding	February 2017	
Bidding of Project	March 2017	
Construction	April 2017-November 2017	Phased Work Assumed

**ATTACHMENT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Attachment A. Key team members may not be changed without the approval of the City.

Position / Responsibility

Civil Engineer/Project Manager
Landscape Architect

Name

Brock Ridgway, P.E.
Deb Schmucker, RLA

Redevelopment Commission Resolution 16-38
Exhibit A

ATTACHMENT F
NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2016.

EAGLE RIDGE CIVIL ENGINEERING SERVICES, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires on:

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:**Project Name:** Cascades Trail – Phase 4**Project Manager:** Dave Williams / Parks
John Turnbull / Parks**Project Description:**

Cascades Park Trail is a paved eight-foot wide trail on the north side of the City. It is being developed in phases. Two phases have been completed (Phases 1, and 2 on page 3 of this Form). The third phase will be constructed as part of the Old State Road 37 / North Dunn Street realignment project scheduled for completion in 2017. Phases 1 and 2 were TIF funded; it is not anticipated that Phase 3 will be TIF funded.

This Project—Cascades Park Trail Phase 4—will be a 0.53 mile paved sidepath along Kinser Pike, starting at the intersection of Clubhouse Drive and Kinser Pike, and continuing west and north on Kinser Pike to the entrance of the Northwoods neighborhood. While there will be no land acquisition cost as part of this project, it will require some reconstruction of the Cascades Golf Course (three tee boxes on the Pine course, the realignment of some golf cart path sections, and modifications to the irrigation systems). The reconstruction to Cascades Golf Course is included in the estimated cost of construction, listed below.

Phase 5 will extend the trail south from Clubhouse Drive through Lower Cascades Park to College Avenue and Miller-Showers Park.

Cascades Park Trail is not within the North Kinser-Prow Road TIF. However, TIF can be used to pay “expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.” This project does serve the North Kinser-Prow Road TIF by increasing walkability and providing additional recreational opportunities. Accordingly, it is a permissible use of Tax Increment.

Project Timeline: **Start Date: August 2016**
 End Date: 2017

Financial Information:

Estimated full cost of project:	\$688,700
Sources of funds:	North Kinser/Prow Rd. TIF

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

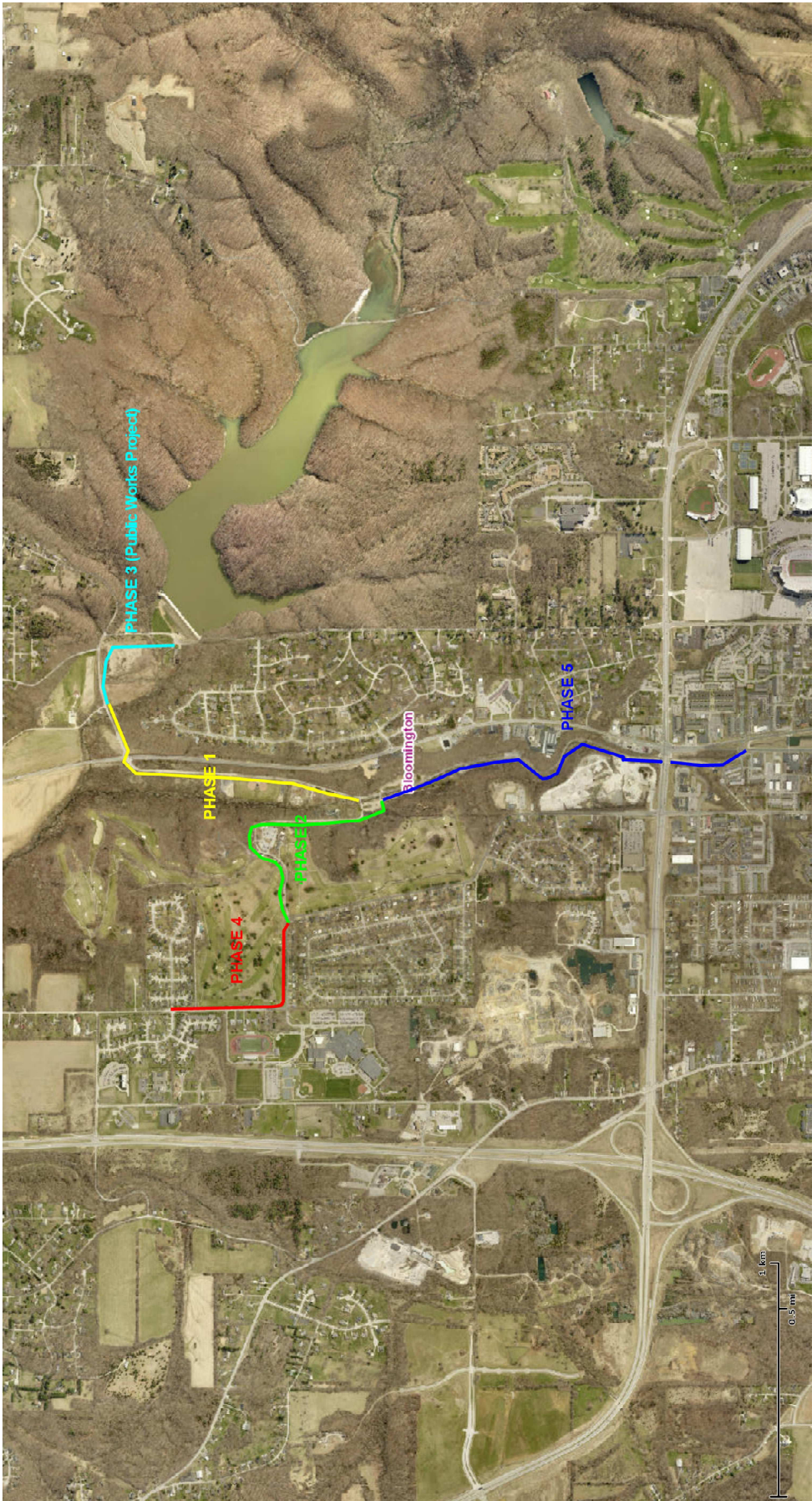
<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$68,700	August 2016 – 2018
2 Construction	\$620,000	2017 - 2018

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

Cascades Trail – 5 Phases (May 2016)



**16-41
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-16-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Crestmont Boys and Girls Club Program, Boys and Girls Clubs of Bloomington have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Boys and Girls Clubs of Bloomington for the provision of services for the Crestmont Club Program is approved for an amount not to exceed Twenty Four Thousand Seven Hundred and Sixty-Five Dollars (\$24,765.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS AND GIRLS CLUBS OF BLOOMINGTON, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2016 by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Boys & Girls Clubs of Bloomington, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 311 S. Lincoln Street, Bloomington, Indiana (Hereinafter referred to as "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-16-MC-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Crestmont Boys and Girls Club Program during CDBG Year 2016-2017 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide afterschool youth programming at the Crestmont Club focused on academic success, healthy lifestyles, and character & leadership
2	

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as

Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

☒ Benefit to low- and moderate income (LMI) persons.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	42	495

Unit of activity would equal one CDBG eligible youth served.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2016 and end on the 31st day of May, 2017. The last claim for services rendered must be filed before May 10, 2016.

III. BUDGET

Line Item:	Amount:
Allocation	\$24,765.00
Per Unit Reimbursement Amount	\$50/youth/month

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Seven Hundred and Sixty-Five Dollars (\$24,765.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Jeff Baldwin, Executive Director Boys & Girls Clubs of Bloomington, Inc. P.O. Box 1716 Bloomington, Indiana 47402 Tel: (812) 332-5311 Fax: (812) 332-9750
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation

for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. “Monthly Client Profile Form” each month through May 31, 2017;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
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 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
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limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
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C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ☐ June, July, August September, October and November claims must be submitted no later than December 14, 2016.
- ☐ December, January and February claims must be submitted no later than March 15, 2017.
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If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit B, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

Donald Griffin, President

Date:_____

Sue Sgambelluri, Secretary

Date:_____

Boys and Girls Clubs of Bloomington, Inc.

Jeff Baldwin, Executive Director

Date:_____

**16-42
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Free Meals Program, Community Kitchen of Monroe County, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Community Kitchen of Monroe County, Inc. for the provision of services for the Free Meals Program is approved for an amount not to exceed Twenty Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
COMMUNITY KITCHEN OF MONROE COUNTY, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2016, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Community Kitchen of Monroe County Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S. Rogers St, Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-16-MC-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Free Meals Service Program during CDBG Year 2016-2017 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide free meals to anyone in need, six days per week from two locations
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

I. Benefit low/moderate income clientele

☒ Presumed Benefit-Serve the Homeless.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	1031	12,376

Unit of activity would equal one meal for CDBG eligible recipients.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2016 and end on the 31st day of May, 2017. The last claim for services rendered must be filed before May 10, 2017.

III. BUDGET

Line Item:	Amount:
Allocation	\$24,999.00
Per Unit Reimbursement Amount	\$2.02

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Community Kitchen of Monroe County, Inc. Vicki Pierce, Executive Director P.O. Box 3286 Bloomington, Indiana 47402 Tel: (812) 332-0999 Fax: (812) 332-1937
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation

for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. “Monthly Client Profile Form” each month through May 31, 2017;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
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6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
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2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
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The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit B, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

Donald Griffin, President

Date:_____

Sue Sgambelluri, Secretary

Date:_____

Community Kitchen of Monroe County Inc.

Vicki Pierce, Executive Director

Date:_____

**16-43
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-16-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Food Distribution Program, Hoosier Hills Food Bank, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Hoosier Hills Food Bank, Inc. for the provision of services for the Food Bank Program is approved for an amount not to exceed Twenty Four Thousand Nine Hundred and Ninety-Nine Dollars (\$24,999.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
HOOSIER HILLS FOOD BANK, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2016, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Hoosier Hills Food Bank, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W. Industrial Park Dr., Bloomington, IN 47402 (Hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-16-MC-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2016-2017 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Collect, sort, store, and distribute food to community nonprofits
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims, as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

I. Benefit low/moderate income clientele

☒ Presumed Benefit-Serve the Homeless.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	10,416.25 lbs	124,995 lbs

Unit of activity would equal one pound of food for CDBG eligible recipients.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2016 and end on the 31st day of May, 2017. The last claim for services rendered must be filed before May 10, 2017.

III. BUDGET

Line Item:	Amount:
Allocation	\$24,999.00
Per Unit Reimbursement Amount	\$.20

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Nine Hundred and Ninety-Nine Dollars (\$24,999.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Julio Alonso, Executive Director Hoosier Hills Food Bank, Inc P.O. Box 697 Bloomington, Indiana 47402 Tel: (812) 334-8374 Fax: (812) 334-8377
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation

for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. “Monthly Client Profile Form” each month through May 31, 2017;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 5. Closeout. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not

limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ☐ June, July, August September, October and November claims must be submitted no later than December 14, 2016.
- ☐ December, January and February claims must be submitted no later than March 15, 2017.
- ☐ March, April and May claims must be submitted no later than May 10, 2017.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit B, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

Donal Griffin, President

Date:_____

Sue Sgambelluri, Secretary

Date:_____

Hoosier Hills Food Bank, Inc.

Julio Alonso, Executive Director

Date:_____

16-44
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-16-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Food Pantry Program, Mother Hubbard's Cupboard have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Mother Hubbard's Cupboard for the provision of services for the Food Pantry Program is approved for an amount not to exceed Twenty-One Thousand Four Hundred Fifty-Eight Dollars (\$21,458.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MOTHER HUBBARD’S CUPBOARD, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2016, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Mother Hubbard’s Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W. Allen St., Bloomington, Indiana 47403 (Hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-16-MC-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2016-2017 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide food items to persons in need five days per week
Activity #2	Provide information and education on nutrition and wellness

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

I. Benefit low/moderate income clientele

☒ Presumed Benefit-Serve the Homeless.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1, 2	1,063	12,773

Unit of activity is providing one CDBG eligible person with a visit to the pantry for food or education/information on nutrition and wellness.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2016 and end on the 31st day of May, 2017. The last claim for services rendered must be filed before May 10, 2017.

III. BUDGET

Line Item:	Amount:
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Allocation	\$21,458.00
Per Unit Reimbursement Amount	\$1.68

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty-One Thousand Four Hundred Fifty-Eight Dollars (\$21,458.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Amanda Nickey, Executive Director 1100 W. Allen St., Ste. A Bloomington, Indiana 47403 Tel: (812) 339-6843
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this

contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this

Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2017;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All

closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ☐ June, July, August September, October and November claims must be submitted no later than December 14, 2016.
- ☐ December, January and February claims must be submitted no later than March 15, 2017.
- ☐ March, April and May claims must be submitted no later than May 10, 2017.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit B, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

Donald Griffin, President

Date: _____

Sue Sgambelluri, Secretary

Date: _____

Mother Hubbard's Cupboard

Amanda Nickey, Executive Director

Date: _____

**16-45
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant No. B-16-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Emergency Domestic Violence Shelter, Middle Way House, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement between the Redevelopment Commission and Middle Way House, Inc. for the provision of services for the Domestic Violence Shelter Program is approved for an amount not to exceed Twenty-One Thousand Four Hundred Fifty-Eight Dollars (\$21,458.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MIDDLE WAY HOUSE INCORPORATED
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of _____, 2016, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way House Incorporated, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S. Washington St., Bloomington, IN 47401 (Hereinafter referred to as “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-16-MC-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Emergency Domestic Violence Shelter Program during CDBG Year 2016-2017 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide emergency sheltering services.
-------------	--

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

☒ Benefit low/moderate income clientele

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	33	398

Unit of activity would equal one shelter night for CDBG eligible recipients.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2016 and end on the 31st day of May, 2017. The last claim for services rendered must be filed before May 10, 2017.

III. BUDGET

Line Item:	Amount:
Allocation	\$21,458.00
Per Unit Reimbursement Amount	\$54.00/shelter night

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty-One Thousand Four Hundred Fifty-Eight Dollars (\$21,458.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Toby Strout, Executive Director Middle Way House Incorporated P.O. Box 95 Bloomington, Indiana 47402 Tel: (812) 333-7404 Fax: (812) 323-9063
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation

for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. “Monthly Client Profile Form” each month through May 31, 2017;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not

limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

- ☐ June, July, August September, October and November claims must be submitted no later than December 14, 2016.
- ☐ December, January and February claims must be submitted no later than March 15, 2017.
- ☐ March, April and May claims must be submitted no later than May 10, 2017.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit B, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Grantee shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Grantee may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Grantee shall still register and submit the other data requested

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission:

Donald Griffin, President

Date:_____

Sue Sgambelluri, Secretary

Date:_____

Middle Way House Incorporated:

Toby Strout, Executive Director

Date:_____

**16-46
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for the renovation of units at 1300, 1302, 1304 and 1306 W. 12th Street for the Bloomington Housing Authority, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Bloomington Housing Authority, Inc. for the renovation of units at 1300, 1302, 1304 and 1306 W. 12th Street is approved for an amount not to exceed One Hundred Thousand Dollars (\$130,811.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BLOOMINGTON HOUSING AUTHORITY
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of September, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Bloomington Housing Authority, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N. Summit Street, Bloomington, IN, 47404, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2016 Community Development Block Grant (CDBG) funds to complete interior renovations at 1300, 1302, 1304 and 1306 W. 12th Street (the Property). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as rental housing for persons and families eligible for public housing for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C).

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2022 unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Thirty Thousand Eight Hundred and Eleven Dollars (\$130,811.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Rhonda Moore, Capital Assets Manager Bloomington Housing Authority 1007 N. Summit Street Bloomington, IN 47404 Email: rmoore@blha.net Tel: (812) 339-3491
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V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of

the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;

- h. “Monthly Client Profile Form” each month through the end of the project, if applicable;
 - i. Performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
- 2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
- 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
- 5. Closeout. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of

the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation; (if applicable)
 - b. "Program Year to Date Reporting Form" at project completion; (if applicable)
 - c. Final status report.
 - d. Beneficiary information (if applicable)
 - e. Certified payrolls
 - f. Section 3 Report
 - g. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and

the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as

established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit **G**, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers

(including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. ATTACHMENTS

- A. Exhibit A: 2016 HUD Income Limits**
- B. Exhibit B: 2016 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2016 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2016 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

**BLOOMINGTON HOUSING AUTHORITY,
INC.:**

By:

By:

By:

By:

**16-47
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for the renovations of 2727 N. Dunn Street for LifeDesigns, Inc. have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and LifeDesigns, Inc. for the improvements at 2727 N. Dunn Street is approved for an amount not to exceed Thirty four Thousand Dollars (\$34,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
LIFEDESIGNS, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of September, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and LifeDesigns, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 East Winslow Road, Bloomington, IN, 47401, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2016 Community Development Block Grant (CDBG) funds to secure the existing porch to the foundation of the house and wrap the soffit and fascia in aluminum (the Project) at 2727 N. Dunn Street (the Property). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.
- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a home for minors living with disabilities for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C).

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2022 unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Thirty Four Thousand Dollars (\$34,000.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Cindy Fleetwood, Administrative Director LifeDesigns, Inc. 200 East Winslow Road Bloomington, IN 47401 Email: cfleetwood@lifedesignsinc.org Tel: (812) 332-9615
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V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;
 - h. “Monthly Client Profile Form” each month through the end of the project, if applicable;
 - i. Performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
 - a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - b. "Program Year to Date Reporting Form" at project completion;
 - c. Final status report.
 - d. Beneficiary information
 - e. Certified payrolls
 - f. Section 3 Report
 - g. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246

of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the

performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

- 1. Applicable to all contracts over \$150,000.
- 2. Compliance with the Clean Air Act requirements.
- 3. Compliance with the Federal Water Pollution Control Act requirements.
- 4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. ATTACHMENTS

- A. Exhibit A: 2016 HUD Income Limits**
- B. Exhibit B: 2016 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2016 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2016 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

LIFEDESIGNS, INC.:

By:

By:

By:

By:

**16-48
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for the renovations at 303 W. 2nd St and 409 W. 2nd St for New Hope Family Shelter have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and New Hope, Inc. for the improvements at 303 W. 2nd and 409 W. 2nd St. is approved for an amount not to exceed Twenty Nine Thousand Seven Hundred and Fifty Three Dollars (\$29,753.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
NEW HOPE FAMILY SHELTER, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of September, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and New Hope Family Shelter, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 301 W. Second Street, Bloomington, IN, 47403, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2016 Community Development Block Grant (CDBG) funds to renovate two structures located at 303 W. 2nd St and 409 W. 2nd St (the Property). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a public facility that accommodates persons and families needing a place to live. This facility must serve this population for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C).

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2022 unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Nine Thousand Seven Hundred and Fifty Three Dollars (\$29,753.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Jim Riley New Hope Family Center, Inc. 301 W. Second Street Bloomington, IN 47403 Email:jim@nhfsinc.org Tel: (812) 334-9840
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V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of

the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;

- h. “Monthly Client Profile Form” each month through the end of the project, if applicable;
 - i. Performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
- 2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
- 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
- 5. Closeout. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of

the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation; (if applicable)
 - b. "Program Year to Date Reporting Form" at project completion; (if applicable)
 - c. Final status report.
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 - f. Section 3 Report
 - g. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
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1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and

the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as

established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit **G**, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers

(including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. ATTACHMENTS

- A. Exhibit A: 2016 HUD Income Limits**
- B. Exhibit B: 2016 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2016 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2016 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

NEW HOPE FAMILY SHELTER, INC.:

By:

By:

By:

By:

16-49
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for exterior renovations at 311 S. Lincoln Street for the Boys and Girls Clubs of Bloomington have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Boys and Girls Clubs of Bloomington for the renovation 311 S. Lincoln Street is approved for an amount not to exceed One Hundred Thousand Eight Hundred and Twelve Dollars (\$100,812.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS AND GIRLS CLUBS OF BLOOMINGTON
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of September, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Boys and Girls Clubs of Bloomington, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 311 South Lincoln Street, Bloomington, IN, 47401, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2016 Community Development Block Grant (CDBG) funds to renovate the entrance retaining walls, improve drainage, remove and replace concrete entrance steps, remove and replace the front concrete patio remove non-historic aluminum entrance and install a new entrance based on historic documentation and tuck-point the west elevation of the building in compliance with the Secretary of the Interior’s Guidelines.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.
- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a youth activity center for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C).

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2022 unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Thousand Eight Hundred and Twelve Dollars (\$100,812.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Jeff Baldwin, Executive Director Boys and Girls Clubs of Bloomington 803 N. Monroe Street Bloomington, IN 47404 Email:jbaldwin@bgcbloomington.org Tel: (812) 332-5311
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V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of

the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;

- h. “Monthly Client Profile Form” each month through the end of the project, if applicable;
 - i. Performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
- 2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
- 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
- 5. Closeout. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of

the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - b. "Program Year to Date Reporting Form" at project completion;
 - c. Final status report.
 - d. Beneficiary information
 - e. Certified payrolls
 - f. Section 3 Report
 - g. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553,

provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. ATTACHMENTS

- A. Exhibit A: 2016 HUD Income Limits**
- B. Exhibit B: 2016 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2016 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2016 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

BOYS AND GIRLS, INC.:

By:

By:

By:

By:

**16-50
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for exterior renovations at 318 and 338 S. Washington Street for Middle Way House have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Middle Way House, Inc. for the exterior renovation at 318 and 338 S. Washington Street is approved for an amount not to exceed Nineteen Thousand Dollars (\$19,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MIDDLE WAY HOUSE, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of September, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Middle Way House, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 South Washington Street, Bloomington, IN, 47401, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2016 Community Development Block Grant (CDBG) funds to replace the second floor deck, overlay new water tight membrane roof, replace the security door and other incidentals as required at 338 S. Washington Street and purchase and install 2’x2’ rubber paver tiles to protect the roof membrane on the second floor rooftop garden at 318 S. Washington.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a facility that serves as a shelter for victims of domestic violence, daycare facility and rental housing for income eligible tenants for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C).

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2022 unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Nineteen Thousand Dollars (\$19,000.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Leslie LeComte, Director Middle Way House, Inc. 338 South Washington Street Bloomington, IN 47401 Email: leslie@middlewayhouse.org Tel: (812) 333-7404
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V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of

the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;

- h. “Monthly Client Profile Form” each month through the end of the project, if applicable;
 - i. Performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
- 2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
- 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
- 5. Closeout. The Subrecipient’s obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than 30 days after completion of

the project. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable)
 - b. "Program Year to Date Reporting Form" at project completion (if applicable)
 - c. Final status report.
 - d. Beneficiary data (area benefit data)
 - e. Certified payrolls (if applicable)
 - f. Section 3 Report
 - g. MBE/WBE Report
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and

the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as

established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers

(including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. ATTACHMENTS

- A. Exhibit A: 2016 HUD Income Limits**
- B. Exhibit B: 2016 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2016 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2016 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

MIDDLE WAY HOUSE, INC.:

By:

By:

By:

By:

**16-51
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for the renovation of the limestone retaining walls at the Banneker Community Center at 930 W. 7th St have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and the Parks and Recreation Department of the City of Bloomington for the renovation of the limestone retaining walls at 930 W. 7th St is approved for an amount not to exceed Sixty-Eight Thousand Dollars (\$68,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT FOR FIRST AMENDMENT OF THE
PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
PARKS AND RECREATION DEPARTMENT
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT FOR FIRST AMENDMENT, entered into this ____ day of September, 2016, by and between the City of Bloomington Housing and Neighborhood Development Department (Hereinafter referred to as the “Grantee”) and Parks and Recreation Department (Hereinafter referred to as the “Subrecipient”), **WITNESSETH:**

WHEREAS, on or about the 12th day of August, 2015, the Grantee and Subrecipient entered into a physical improvement funding agreement (hereinafter referred to as the “Agreement”) Community Development Block Grant Funds to repair the historic limestone wall located at the West side of 930 W. 7th St., Bloomington, Indiana (hereinafter referred to as the “Project”) for total funding not to exceed Seventy Eight Thousand Seven Hundred and Eighty Dollars (\$78,780.00); and

WHEREAS, Subrecipient was to complete the Project as designed no later than May 15, 2016; and

WHEREAS, the Subrecipient has not yet commenced construction of the Project; and

WHEREAS, the Subrecipient has applied for and was awarded 2016 CDBG funds to complete the renovation of the historic limestone retaining wall on the North and East side of 930 W. 7th Street; and

WHEREAS, said expansion in the scope of services necessary to complete the Project will require additional funding in the amount not to exceed Sixty Eight Thousand Dollars (\$68,000.00) and will require the date of completion to be extended to November 15, 2017; and

WHEREAS, the additional funding of Sixty Eight Thousand Dollars (\$68,000.00) would increase total funding to an amount not to exceed One Hundred Forty Six Thousand Seven Hundred and Eighty Dollars (\$146,780).

NOW, THEREFORE, it is agreed between the parties hereto that:

1. That Grantee will increase the total amount of funding by an additional Sixty Eight Thousand Dollars (\$68,000.00) for total funding not to exceed One Hundred Forty Six Thousand Seven Hundred and Eighty Dollars (\$146,780) to Subrecipient.

2. That the date of completion shall be extended to November 15, 2017.
3. That paragraph I (A)(2)(e) of the Agreement dated August 12, 2015 shall be amended to read as follows:

“e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties”

4. That paragraph III of the Agreement dated August 12, 2015 shall be amended to read as follows:

“III PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not One Hundred Forty Six Thousand Seven Hundred and Eighty Dollars (\$146,780). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.”

5. That paragraph VI(B)(1)(h) of the Agreement dated August 12, 2015 shall be amended to read as follows:

“h. Submit “Monthly Client Profile Form” each month through May 31, 2016;”

6. That paragraph VI(C)(1) of the Agreement dated August 12, 2015 shall be amended to read as follows:

1. “1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee’s claim procedures and deadlines for the corresponding percentage of the preceding month’s expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient’s expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee’s claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claim within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient’s funding contract shall be terminated and

**the funds allocated to it shall be redistributed into the HAND
Department's CDBG programs.**

7. That all other provisions of the Agreement dated August 12, 2015, shall remain in full force and effect upon the same terms and conditions as originally agreed upon by the Parties herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for First Amendment to be executed on the date first entered above.

REDEVELOPMENT COMMISSION:

By:

Donald Griffin, President

By:

Sue Sgambelluri, Secretary

PARKS AND RECREATION DEPARTMENT:

By:

Paula McDevitt, Director

**16-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-16-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for infrastructure improvements in the 800-1000 blocks of W. 17th St have been approved from said source, and,

WHEREAS, the Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement, and,

WHEREAS, a Physical Improvement Community Development Block Grant Funding Agreement has been presented to the Redevelopment Commission for consideration, and,

WHEREAS, said Agreement has been duly considered,

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON
REDEVELOPMENT COMMISSION THAT:**

The Community Development Block Grant Agreement for Physical Improvements between the Bloomington Redevelopment Commission and the Planning and Transportation Department of the City of Bloomington for infrastructure improvements in the 800-1000 block of W. 17th St is approved for an amount not to exceed Fifty-five Thousand Dollars (\$55,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
PLANNING AND TRANSPORTATION DEPARTMENT
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of September, 2016 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and City of Bloomington Planning and Transportation Department, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B16MC180013; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2016 Community Development Block Grant (CDBG) funds to complete the construction of a sidewalk (the “Project”) along the south side of W. 17th Street between approximately N. Willis Drive and N. Maple Street (the location). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the improvement as a public improvement for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than November 15, 2017, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C) prior to May 15th for the previous twelve month period.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until August 31, 2022 unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Sixty Eight Thousand Dollars (\$68,000.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:	Subrecipient:
Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3401 Email: woolforr@bloomington.in.gov	Andrew Cibor, Transportation Engineer Planning and Transportation Department City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3423 Email: cibora@bloomington.in.gov

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%)

percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. Collect “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. Submit “Monthly Client Profile Form” each month through May 31, 2016;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relate to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claim within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Monthly Status Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state

that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment cause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit ____, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. ATTACHMENTS

- A. Exhibit A: 2016 HUD Income Limits**
- B. Exhibit B: 2016 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2016 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**

F. Exhibit F: 2016 CDBG Application as submitted
G. Exhibit G: Employee Eligibility Status Affidavit

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

REDEVELOPMENT COMMISSION:

By:

By:

**BLOOMINGTON PARKS AND RECREATION
DEPARTMENT:**

By:

By:

16-53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**TO AMEND THE FUNDING APPROVAL IN REDEVELOPMENT COMMISSION
RESOLUTION 16-36 (WEST 2ND STREET AND ROLLING RIDGE WAY SIGNAL AND
SIDEPATH IMPROVEMENTS)**

WHEREAS, pursuant to Indiana Code § 36-7-14-1 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Adams Crossing Economic Development Area”; and

WHEREAS, since the Adams Crossing Economic Development Area was created, the Adams Crossing Economic Development Area has been expanded (“Adams Crossing TIF”), and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or physically connected to the Consolidated TIF; and

WHEREAS, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct signal and sidepath improvements along West Bloomfield Road (West 2nd Street), including at the intersection of West Bloomfield Road (West 2nd Street) and Rolling Ridge Way (“Project”); and

WHEREAS, the Project is located in and physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-28; and

WHEREAS, the RDC has approved and amended the funding of the construction of the Project a number of times in: (1) Resolution 15-78 (which originally approved \$1,388,700 for the construction to expire September 10, 2016), (2) Resolution 15-85 (which reduced the approved amount to \$1,338,700, and did not change the expiration date), (3) Resolution 16-05 (which reduced the approved amount to \$1,326,768 and extended the expiration date to September 13, 2016), (4) Resolution 16-27 (which increased the approved amount to \$1,335,694 and extended the expiration date to September 14, 2016), and (5) Resolution 16-36 (which increased the approved amount to \$1,371,692 and extended the expiration date to October 1, 2016); and

WHEREAS, Staff expects the construction to be substantially completed by mid-September, but in order to ensure the work is completed to the satisfaction of the City and that final claims have been processed, Staff believes that extending the expiration date to November 7, 2016 is in the best interests of the City, the Redevelopment Commission, and the Project;

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the expected term of the Construction phase of the Project, which is attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC amends the funding approval it made in Resolutions 16-36. The funding approval from Resolution 16-36 shall now terminate on November 7, 2016. All other aspects of the funding approval from Resolution 16-36, including the amount of funding approved for the construction of the Project shall remain otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: West Bloomfield Road (2nd Street) and Rolling Ridge Way Traffic Signal and Sidepath Improvement Project

Project Manager: Matt Smethurst

Project Description:

Project will construct a sidepath on the north side of Bloomfield Road from Landmark Ave. to Basswood Drive. Additionally, a new access drive to the Twin Lakes Recreation Center will be constructed opposite Rolling Ridge Way. This intersection will receive a new traffic signal.

Project Timeline:

Start Date: April 22, 2014 (current design contract with United)

End Date: **November 7**, 2016 (completion of construction)

Financial Information:

Estimated full cost of project:	\$2,626,511
Sources of funds:	Consolidated TIF (Adams Crossing portion)

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.¹

Step	Description	Estimated Cost	Timeline
1	Intersection, Traffic Signal, and Sidepath Design	\$447,800	April 2014 to April 2015
2	Right of Way Acquisition	\$741,176	October 2012 to April 2015
3	Water Vault Design	\$2,000	June 2015 to August 2015
4	Construction	\$1,435,535 ²	October 2015 through November 7, 2016

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ To improve clarity, the format of the Project Phases has been changed from the Second Amended Project Review and Approval Form to this Third Amended Project Review and Approval Form. The language in red **[in the Third Amended Project Review and Approval Form]** has been substantively changed. Other changes relate to formatting only.

² This includes construction costs (\$1,368,600) and the change orders (which collectively do not exceed 5% of the original contract price, or \$66,935) that the Director of Planning & Transportation may approve in this project pursuant to Resolution 15-78.

16-54
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR PHASE I ENVIRONMENTAL ASSESSMENTS FOR
PROPERTY ALONG SOUTH WALNUT STREET FOR THE PURPOSE OF POSSIBLE
ACQUISITION**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, the development of the Switchyard Park, and

WHEREAS, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to design and construct Switchyard Park; and

WHEREAS, Switchyard Park is located in and physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-30; and

WHEREAS, Phase 2 of that Form was identified as “Proposed Property Acquisition”;
and

WHEREAS, as part of Phase 2, the RDC previously purchased 1724 S. Walnut Street, Bloomington, Indiana; and

WHEREAS, the City believes it appropriate to explore the acquisition of other property along South Walnut in the immediate vicinity of Switchyard Park; and

WHEREAS, Staff believe that a Phase 1 Environmental Site Analysis of 1730 South Walnut, 1800 South Walnut, 1820 South Walnut, 1820 ½ South Walnut, 1836 South Walnut, and 1840 South Walnut (“South Walnut Properties”) is an appropriate due diligence step at this time; and

WHEREAS, pursuant to the City’s procurement process, Staff has identified Fields Environmental, Inc. (“Fields Environmental”) as the best provider of Phase 1 Environmental Site Analyses of the South Walnut Properties (“Services”); and

WHEREAS, Staff has negotiated an Agreement with Fields Environmental, which is attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to the terms of Exhibit A, Fields Environmental is willing to perform the Services for an amount not to exceed \$8,000; and

WHEREAS, the RDC has available Bond funds to pay for the Services; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form ("Amended Form") that updates the cost of the Property Acquisition and the total project cost; and

WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reiterates that the Switchyard Park is an appropriate use of the Bond.
2. The RDC reaffirms its support of the Switchyard Park, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
3. The RDC hereby approves payment of an amount not to exceed \$8,000.00 from the Bond for the Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to December 1, 2016, the funding authorization provided under this Resolution shall expire on December 1, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
FIELDS ENVIRONEMNTAL, INC.
FOR
PHASE I ENVIRONMENTAL SITE ASSESSMENT**

This Agreement, entered into on this ____ day of _____, 2016, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as "Commission"), and Fields Environmental, Inc. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Commission wishes to conduct a Phase I Environmental Site Assessment ("Assessment") for properties in the vicinity of the future Switchyard Park (described in more detail in the Scope of Services, below), in order to better understand the environmental conditions of those properties in order to consider the possible acquisition of one or more of the properties; and

WHEREAS, the Commission requires the services of an environmental consulting firm to conduct the Assessment; and

WHEREAS, it is in the public interest that the Assessment be performed; and

WHEREAS, Consultant is willing and able to conduct the Assessment for the Commission.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services:

Consultant shall conduct a Phase I Environmental Site Assessment for the Commission for the following properties (collectively, the Properties):

- 1730 South Walnut (53-08-09-208-003.000-009 and 53-08-09-208-002.000-009)
- 1800 South Walnut (53-08-09-208-004.000-009)
- 1820 South Walnut (53-08-09-200-018.000-009)

Redevelopment Commission Resolution 16-54
Exhibit A

- 1820 ½ South Walnut (53-08-09-200-028.000-009)
- 1836 South Walnut (53-08-09-200-015.000-009)
- 1840 South Walnut Street (53-08-09-200-040.000-009)

A map of the Properties is attached to this Agreement as Exhibit A.

The Phase I Environmental Site Assessment ("Assessment") of the Properties will meet or exceed the requirements of the All Appropriate Inquiry standard for Phase I Environmental Site Assessment.

Consultant shall diligently pursue its services under this Agreement and shall complete the services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete all work required under this Agreement on or before October 11, 2016, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Dave Williams as Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Commission pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Commission shall be the sole judge of the adequacy of Consultant's work in meeting such standards, however, the Commission shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the Commission: The Commission shall provide all necessary information regarding requirements for the Services. The Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Commission shall designate Dave Williams to act on its behalf with respect to this Agreement.

Article 4. Compensation: The Commission shall pay Consultant for all fees and expenses an amount not to exceed Eight Thousand Dollars (\$8,000.00).

Consultant shall submit an invoice to the commission upon the completion of the services described in Article 1. The invoice shall be sent to:

Dave Williams
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Commission shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Commission are at any time not forthcoming or are insufficient, through failure of any entity, including the Commission itself, to appropriate funds or otherwise, then the Commission shall have the right to terminate this Agreement without penalty.

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Commission may terminate or suspend performance of this Agreement at the Commission's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Commission and the Commission shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by the Consultant in connection with this Agreement shall become the property of the Commission, as set forth in Article 10 herein.

Article 7. Identity of the Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Commission to perform the duties described in this Agreement is the qualification and experience of Consultant. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Commission.

The Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Commission has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 9. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Commission or others on modifications or extensions of this project or on any other project. The Commission may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the Commission's sole risk and without liability or legal exposure to the Consultant. The Commission shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Commission and the Consultant.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Commission as part of the Services shall become the property of the Commission. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Commission. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Commission, and the officers, agents and

employees of the City and the Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or sub-consultants in the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Commission, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Commission prior to the commencement of work under the Agreement. Approval of the insurance by the Commission shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Commission required proof that the insurance has been procured and is in force and paid for, Commission shall have the right at Commission's election to forthwith terminate the Agreement.

Article 14. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment: Neither the Commission nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Commission's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

Article 19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Commission of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify. Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Dave Williams
City of Bloomington
401 N. Morton, Suite 250
Bloomington, IN 47402

Consultant:

Fields Environmental, Inc.
Attn: Rudy Fields, LPG, CHMM
1309 West Vernal Pike
Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Commission and the Consultant.

Article 24. Intent to be Bound: The Commission and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Commission and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

FIELDS ENVIRONMENTAL, INC.

Philippa Guthrie, Corporation Counsel



Rudy Fields, President

Date: _____

Date: Sept. 1, 2016

REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

EXHIBIT A



EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

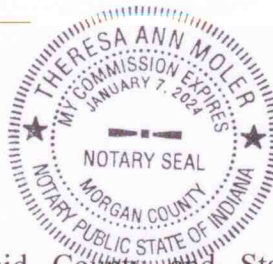
E-VERIFY AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of Fields Environmental, Inc.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Rudy D. Fields
Signature
Rudy D. Fields
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)



Before me, a Notary Public in and for said County and State, personally appeared Signed and acknowledged the execution of the foregoing this 1st day of Sept, 2016.

Theresa Ann Moler
Notary Public's Signature
Theresa Ann Moler
Printed Name of Notary Public
My Commission Expires: 1-7-2024
County of Residence: Morgan

EXHIBIT C

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

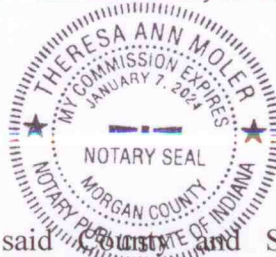
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 1st day of September, 2016.

FIELDS ENVIRONMENTAL, INC.

By: *Rudy D. Fields*
Rudy D. Fields, President

STATE OF Indiana)
) SS:
COUNTY OF Monroe)



Before me, a Notary Public in and for said County and State, personally appeared Sigma and acknowledged the execution of the foregoing this 1st day of Sept, 2016.

Theresa Ann Moler
Notary Public's Signature
Theresa Ann Moler
Printed Name of Notary Public

My Commission Expires on:
Jan 7, 2024

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form¹

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:**Project Name:** Switchyard Park Project**Project Manager:** Dave Williams, Parks**Project Description:**

Park design, proposed land acquisition, and construction per 2012 "Switchyard Park Master Plan" (<http://tinyurl.com/switchyard>).

Project Timeline: **Start Date: July 2015**
 End Date: 2018

Financial Information:

Estimated full cost of project:	\$26,551,298
Sources of funds:	TIF Bond

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$2,410,000	June 2015 – December 2016
2 Construction	\$22,641,298	January 2017 – August 2018
3 Property Acquisition ²	\$1,500,000	June 2015 – February 2017

¹ Please note, certain formatting changes have been made to increase clarity. Only substantive changes from the original Project Review and Approval Form (which was adopted by the Redevelopment Commission in Resolution 15-30 are marked in red).

² This includes appraisals, due diligence costs, and costs related to closing.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

16-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING DIMENSION
MILL RENOVATIONS

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC to renovate the Dimension Mill for use as tech office space (“Project”); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

<u>Phase/Work to Be Performed</u>		<u>Cost</u>	<u>Timeline</u>
1	Project Management	\$200,000	Fall 2016 - 2017
2	Design Contract	\$200,000	Fall 2016 – 2017
3	Construction	\$3,000,000	2017

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____